

# EXHIBIT R



STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF RICHLAND ) **RESIDENT AGREEMENT OF APPOINTMENT**

This agreement is entered into this 1<sup>st</sup> day of July, 2011 between Palmetto Health or "Hospital", a multiple teaching hospital/health system, located in Columbia, South Carolina (hereinafter "Palmetto Health") and AFRAAZ R IRANI, MD (hereinafter "Resident").

## 1. APPOINTMENT

The Resident is hereby employed by Palmetto Health as a PGY 2 Postgraduate in the Department of Education for Orthopaedics. In this capacity, the Resident will participate in a graduate medical education program which includes, but is not limited to, classroom and lecture sessions, patient care responsibilities, and other activities as determined by Resident's specific graduate medical education program.

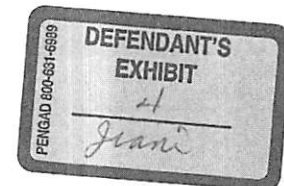
The Resident agrees to perform all duties and services in a competent, professional, and effective manner. The Resident agrees to abide by the policies, procedures, rules and regulations of the Hospital and its Department of Medical Education, as these policies, procedures, rules and regulations currently exist and may from time to time be amended. Specifically, the Resident agrees to abide by Medical Record provisions of the Palmetto Health Hospitals' Medical and Dental Staff Bylaws, Rules and Regulations, as they currently exist and may from time to time be amended.

The Resident agrees to abide by the Statement of Resident Responsibilities. (see below)

## 2. RESIDENT RESPONSIBILITIES

The goal of the residency program is to provide the Resident with an extensive experience in the art and science of medicine in order to achieve excellence in the diagnosis, care and treatment of patients. To achieve this goal, the Resident agrees to do the following:

1. Under the direction of the Program Director (or designee) and supervision by the Attending physician, assume responsibilities for the safe, effective and compassionate care of patients, consistent with the resident's level of education and experience.
2. Participate fully in the educational and scholarly activities of the residency program and, as required, assume responsibility for teaching and supervising other residents and medical students.
3. Develop and participate in a personal program of self-study and professional growth with guidance from the teaching staff.



4. Participate in institutional programs, committees, councils, and activities involving the medical staff as assigned by the program director, and adhere to the established policies, procedures and practices (to include standards of behavior) of the sponsoring institution and its affiliated institutions.
5. Participate in the evaluation of the program and its faculty.
6. Develop an understanding of ethical, socioeconomic, and medical legal issues that affect the practice of medicine.
7. Participate in educational experiences required to achieve competence in patient care, medical knowledge, practice-based learning improvement, interpersonal and communication skills, professionalism, and systems-based practice.
8. Keep charts, records, and reports up-to-date and signed at all times.
9. Adhere to ACGME Institutional and program requirements.

### **3. FACULTY RESPONSIBILITIES AND SUPERVISION**

Faculty are responsible for and personally involved in care provided to individual patients. Faculty direct the care of the patient and provide the appropriate level of supervision based on the nature of the patient's condition, the likelihood of major changes in the management plan, the complexity of care, and the experience and judgment of the resident being supervised. (See Supervision of Resident Physician Policy).

### **4. DURATION OF APPOINTMENT**

The term of this Agreement is for one (1) year beginning July 1, 2011 and ending June 30, 2012.

### **5. FINANCIAL SUPPORT**

The Resident shall receive as compensation for the term of this Agreement an amount equal to \$52,064.06.

### **6. CONDITIONS FOR PROMOTION/REAPPOINTMENT OF RESIDENTS**

Residents are promoted/reappointed on the basis of acceptable periodic competency-based evaluations, which may be supplemented by written or oral clinical and behavioral competency examinations or other evaluation methods; by recommendation of their department's Promotion Committee; and by final approval by the Graduate Medical Education Committee. (See Promotion/Reappointment policy).

## **7. GRIEVANCE PROCEDURES AND DUE PROCESS**

Any Resident who disputes any action of any party shall have the right to appeal said action through the Graduate Medical Education Committee's due process policies, as from time to time amended. Violations of the Resident agreement may also be appealed in the same manner. Each Resident will receive a copy of said policies at the time training begins and also at the time any changes or amendments are made. The Residents' Grievance Procedures and Due Process policy will be used for such disputes.

## **8. PROFESSIONAL LIABILITY INSURANCE**

Palmetto Health has purchased "claims made" professional liability protection from Continental Casualty Insurance Company to protect all employees including Residents. This protection was purchased through Palmetto Healthcare Liability Insurance Program (PHLIP) that is a captive insurance program. The limit of professional liability afforded is \$1,200,000 per claim that involves an employed Resident. This coverage is subject to an aggregate limit of \$18,000,000. All aggregate liability limits are shared among the participating members of PHLIP. There are multiple hospital and hospital system members of PHLIP. (Coverage's are subject to periodic change by the PHLIP Board of Directors.)

Palmetto Health has also purchased high excess professional liability protection through PHLIP. The high excess limit is \$20,000,000 per claim, except where it is found that the acts of the insured individual were willful, reckless, or grossly negligent, in which case the high excess per claim limit is reduced to \$3,000,000. The high excess policy has a \$30,000,000 annual aggregate limit which is also shared by all members of PHLIP. (Coverage's are subject to periodic change as determined by the PHLIP Board of Directors.)

It is the responsibility of Palmetto Health and not individual Residents to purchase the extended reporting period (ERP) endorsement or "tail" coverage. Employed Residents are scheduled on the Palmetto Health provider list. This provider list reflects the effective date and, as applicable, the termination or graduation date of each provider. Professional liability protection is afforded to each Resident for claims that occur within the effective date of coverage and until the graduation or termination effective date. Professional liability insurance protection is provided to each Resident within the scope of the Resident's educational program duties and does not extend to any activities outside the scope of the educational program.

This professional liability insurance will only provide coverage for the Resident in the performance of duties and obligations of this Agreement. IT IS THE SOLE RESPONSIBILITY OF THE RESIDENT TO OBTAIN AND PROVIDE FOR PROFESSIONAL AND GENERAL LIABILITY INSURANCE COVERAGE FOR ALL EMPLOYMENT OR PROFESSIONAL ACTIVITIES (i.e., "moonlighting") ENGAGED IN BY THE RESIDENT WHICH ARE NOT AN OFFICIAL PART OF THE RESIDENT'S TRAINING PROGRAM.

## 9. BENEFITS

Palmetto Health will provide the Resident the following benefits:

- a. **Health Insurance:** Coverage for the Resident and members of his/her immediate family, (i.e., spouse and children), is available and is effective on the first day of the resident's term of agreement. There is no premium cost to Residents for individual coverage; family coverage is available, but requires premium payment by the Resident. Plans also include a prescription drug benefit. Charges for services not covered under the basic plan (or for Resident failure to complete the health screening or other enrollment requirements by designated dates) are the responsibility of the Resident.
- b. **Dental Insurance:** The Resident is eligible to participate in Palmetto Health's low option dental plan provided at no charge for the Resident's individual coverage. Coverage is available for members of the Resident's immediate family, (i.e., spouse and children), but requires premium payment by the Resident. The Resident may elect to participate in the Hospital's high option dental plan with the cost of the premium difference paid by the Resident.
- c. **Disability Insurance:** The Resident is eligible to participate in Palmetto Health's Long Term Disability insurance plan at no premium cost to the Resident. LTD eligibility begins 91 days after start date.
- d. **Life Insurance:** The Resident is eligible to participate in Palmetto Health's life insurance plan, with one time salary life insurance coverage provided at no cost to the Resident. One or two times salary in additional life insurance may be purchased by the Resident. Life insurance eligibility begins 91 days after start date.
- e. **Vacation and Holiday Leave:** The Resident may take up to 20 days (23 days for PGY 3 and above) off for vacation and holiday leave. The Resident will continue to receive his/her salary as set forth above during leave. Unused leave will not be paid as a terminal benefit. Vacation and holiday leave must be scheduled and approved in advance by the respective Director of Education, Program Director, or his/her designee. Five of these days will be scheduled by the program near calendar year end. (See Vacation and Holiday Leave Policy)
- f. **Sick Leave:** Leave (to include sick, maternity, or family medical leave) may be taken according to written GMEC and Department policies. (See Sick/Medical Leave & LTD policy)
- g. **Maternity Leave:** A female Resident is entitled to be absent from the training program on maternity leave for the time period determined to be necessary and appropriate by her physician. Such leave granted may require additional training time to meet program requirements. (See Maternity Leave policy, Sick/Medical Leave & LTD policy, and Leaves of Absence policy)
- h. **Family Medical Leave Act:** The Resident is eligible for applicable leave under the Family and Medical Leave Act (FMLA), once the eligibility requirements are met: (1) 12 months of service with Palmetto Health and (2) 1250 productive hours worked in the preceding 12 months. The Resident can take FML for his/her own serious health condition, care for a spouse, child, or parent that has a serious health condition, caring for a newborn, adopted or formally placed foster child. Such leave granted may require additional training time to meet program requirements. (See FMLA policy)

- i. **Other Leaves of Absence:** Leave for military, disability (physical or mental), professional, personal, parental, and other approved purposes may be granted by the Director of Education/Program Director. Such leave granted may require additional training time to meet program requirements. (See Leave of Absence policies)
- j. **On-Call Quarters:** Palmetto Health will provide suitable on-call quarters.
- k. **Uniforms:** Four (4) uniforms (lab coats) are issued to Residents during their first (1<sup>st</sup>) contract year. Hospital laundering of uniforms (lab coats) issued to a Resident will be performed at no cost to the Resident.
- l. **Meals:** Meal allowances will be provided to a Resident while on duty at Palmetto Health Richland and Palmetto Health Baptist as specified in the attached policy. (See Resident Meals While on Duty policy)

#### **10. DUTY HOURS**

Resident duty hours and on call schedules will conform to the Accreditation Council for Graduate Medical Education (ACGME) requirements. All Residents are expected to be rested and alert during duty hours. (See Duty Hours policy)

#### **11. MOONLIGHTING AND OTHER PROFESSIONAL ACTIVITIES**

Graduate medical education is a full-time educational experience. Accordingly, the Resident shall neither accept nor engage in employment or professional activities (moonlighting) outside of the training program without the prior written approval of the appropriate Departmental Director of Education/Program Director and the DIO or DIO designee. If prior approval to moonlight is obtained, IT IS THE SOLE RESPONSIBILITY OF THE RESIDENT TO OBTAIN AND PROVIDE PROFESSIONAL LIABILITY INSURANCE (MALPRACTICE) COVERAGE FOR ALL EMPLOYMENT ACTIVITIES WHICH ARE NOT AN OFFICIAL PART OF THE RESIDENT'S TRAINING PROGRAM. (See Moonlighting and Other Professional Activities policy)

#### **12. COUNSELING SERVICES**

Palmetto Health provides confidential counseling services through the Employee Assistance program (E-Care). Additional counseling, medical, and psychological services may be provided for Residents, when appropriate. (See Impairment and Working Environment policy)



#### **13. PHYSICIAN IMPAIRMENT AND SUBSTANCE ABUSE**

Palmetto Health provides education on physician impairment (including substance abuse) to Residents. Appropriate confidential counseling services are provided in a non-punitive fashion, when necessary. (See Impairment policy)

#### **14. HARASSMENT**

Palmetto Health provides a work environment free from sexual and other forms of harassment and will discipline any Resident guilty of committing such conduct. (See Harassment policy)

#### **15. ACCOMMODATIONS FOR DISABILITIES**

Palmetto Health complies with all state and federal laws concerning qualified disabilities and does not discriminate on the basis of disability. A resident with special needs/disabilities may request reasonable accommodation(s) that will enable the resident to perform the essential functions of his/her assigned duties.

#### **16. DRUG FREE WORKPLACE**

The illegal manufacture, illegal distribution, illegal dispensation, illegal possession, or illegal use of narcotics, drugs, or other controlled substances is strictly prohibited by Palmetto Health. (See Substance Abuse policy)

#### **17. OSHA AND CDC RECOMMENDATIONS**

The Resident is required to comply with Occupational Safety and Health Act (OSHA) and Center for Disease Control (CDC) standards, which assumes that every direct contact with a patient's blood and other body substances is infectious and requires the use of protective equipment to prevent parenteral, mucous membrane and non-contact skin exposures to the healthcare provider. Palmetto Health agrees to provide, and make readily available, personal protective equipment to include gloves, face protection (masks and goggles), and cover gowns.

#### **18. TERMINATION**

It is the intent of the Resident and Palmetto Health that this Agreement shall be for a period of one (1) year, provided, however, the Resident has the option to terminate this Agreement, with or without cause, by giving the appropriate Departmental Director of Education/Program Director at least thirty (30) days prior written notice of Intent to terminate. Palmetto Health has the option to immediately terminate this Agreement "for cause". Termination for cause includes, but is not limited to the following:

- 1.1. Incapacitating illness, which in the judgment of the resident's Director of Education/Program Director precludes the resident from participation in the graduate medical education program and patient care activities.

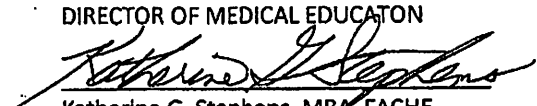
- 1.2 Failure by the resident to abide by policies of Palmetto Health's teaching hospitals and participating sites, GMEC policies, departmental policies, and resident-related provisions of the Medical and Dental Staff Bylaws/Rules and Regulations of the teaching hospitals.
- 1.3 Failure by the resident to demonstrate, meet, or maintain satisfactory levels of academic, professional, and/or clinical performance required by the residency programs as determined by evaluations.
- 1.4 Failure by the Resident to comply with licensure, registration, or certification requirements and/or failure by the Resident to maintain authorization for employment in the United States.
- 1.5 Actions which directly violate any of the terms of the resident agreement of appointment.
- 1.6 Willful or inexcusable breaches of Palmetto Health rules or regulations. (See Disciplinary Action policy)
- 1.7 Unprofessional conduct or behavior by the Resident which in the opinion of the appropriate Departmental Director of Education and Palmetto Health, interferes with the performance of the activities provided for under this Agreement and/or which are determined by the appropriate Departmental Director of Education and the Hospital to be unsatisfactory for members of Palmetto Health's House Staff.

**19. GOVERNING LAW**

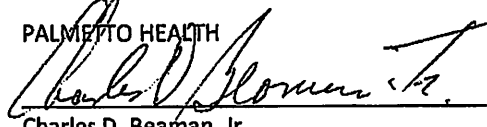
This Agreement shall be governed by the laws of the State of South Carolina.

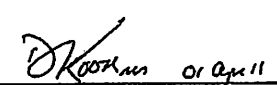
IN WITNESS WHEREOF THIS AGREEMENT is made effective this 11th day of April 2011, in the County of Richland, State of South Carolina.

DIRECTOR OF MEDICAL EDUCATION

  
Katherine G. Stephens, MBA, FACHE  
Vice President for Medical Education & DIO

PALMETTO HEALTH

  
Charles D. Beaman, Jr.  
Chief Executive Officer

  
David Koon, MD  
Program Director  
Orthopaedic Surgery

  
AFRAZ R IRANI, MD  
Resident

Revised 1/21/2011